

08 CV 02178

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

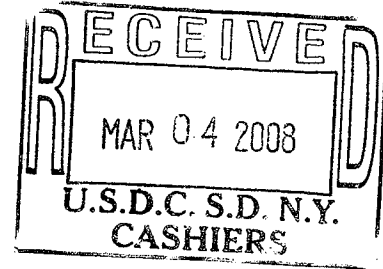
SOMPO JAPAN CLAIM SERVICES
(AMERICA), INC., a/s/o Tokico (USA), Inc.

Plaintiff,

-against-

FFS FREIGHT INTERNATIONAL, INC.,
FLYING FISH SERVICE, INC., NIPPON
YUSEN KAISHA, a/k/a NYK LINE and
the M/V SANTA MONICA, her engines, tackle,
boilers, etc., *in rem*,

Defendants.



Civil Action No.

COMPLAINT

ECF CASE

Plaintiff, Sompo Japan Claim Services (America), Inc., a/s/o Tokico (USA), Inc., by its attorneys, Cozen O'Connor, complaining of the defendants, alleges upon information and belief as follows:

1. All and singular, the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

2. At all times hereinafter mentioned, Tokico (USA), Inc. (hereinafter "Tokico") was a corporation with an office and place of business at 301 Mayde Road, Berea, Kentucky, and was the consignee and/or owner of the shipment which is more fully described hereinafter.

3. At all times hereinafter mentioned, plaintiff Sompo Japan Claim Services (America), Inc., is a corporation with an office and place of business at Two World Financial Center, 225 Liberty Street, New York, New York and is a subrogated cargo underwriter of the shipment which is more fully described hereinafter.

4. At all times hereinafter mentioned, defendants, FFS Freight International, Inc., d/b/a Flying Fish Service, and Flying Fish Service, Inc., (collectively, "Flying Fish Service"), were, and are now, business entities doing business as common carriers of goods for hire with an office and place of business at 19300 S. Hamilton Avenue, #150, Gardena, California.

5. At all times herein mentioned, Defendant Nippon Yusen Kaisha, d/b/a NYK Line was, and is now, a business entity doing business as a common carrier of goods by water for hire with an office and place of business c/o NYK (North America), Inc., 300 Lighting Way, Secaucus, New Jersey.

6. On or about February 12, 2007, Tokico's shipment, consisting of 108,462 pieces of automotive parts, was delivered to the defendants by Hitachi, Ltd. in good order and condition at the port of Tokyo, Japan, which the defendants agreed to transport to the port of Los Angeles, California, and thereafter to Berea, Kentucky, pursuant to the terms and conditions of bill of lading no. FFTLAX710119 dated February 12, 2007.

7. Thereafter, on or about March 5, 2007, defendants failed to make delivery of the aforesaid shipment to Tokico in the same good order and condition as when received but, to the contrary, in a crushed and damaged condition.

8. Defendants have failed to make delivery of the shipment in good order and condition in accordance with the terms and conditions of the aforementioned bill of lading contract and the U.S. Carriage of Goods by Sea Act, 46 U.S.C. § 1300 *et seq.*

9. By reason of these premises, the defendants breached, failed and violated their duties and obligations as common carriers and/or bailees and were otherwise at fault.

10. Plaintiff was the insurer of the aforementioned shipment and brings this action on its own behalf and as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the aforesaid shipment, as their respective interests may appear, and plaintiff is entitled to maintain this action.

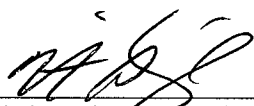
11. By reason of the premises, plaintiff has sustained a loss, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the amount of \$115,400.54.

WHEREFORE, the plaintiff, Sompo Japan Claim Services (America), Inc., respectfully requests that the Court enter judgment in favor of the plaintiff and against the defendants in the amount of \$115,400.54, plus attorneys fees and the costs of this action, together with such further relief as the Court deems just under the circumstances.

Dated: New York, New York
March 4, 2008

COZEN O'CONNOR
Attorneys for Plaintiff

By:



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